





EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R6 / 9-02)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Check EDS against contract data for consistency.
6. Attach additional pages if necessary.

1. EDS Number: A56-2-02-31		2. Date prepared: 8/24/04	
3. CONTRACTS & LEASES			
<input checked="" type="checkbox"/> Professional/Personal Services <input type="checkbox"/> Grant <input type="checkbox"/> Lease <input type="checkbox"/> Attorney <input type="checkbox"/> MOU <input type="checkbox"/> QPA <input type="checkbox"/> Equipment Lease		<input type="checkbox"/> Contract for Services <input type="checkbox"/> Maintenance <input type="checkbox"/> License Agreement <input type="checkbox"/> Amendment # _____ <input type="checkbox"/> Renewal # _____ <input type="checkbox"/> Other (specify) _____	
FISCAL INFORMATION			
4. Account Number: 6420/104600		5. Account Name:	
6. Total amount this action: \$93,500.00		7. New contract total: \$187,000.00	
8. Revenue generated this action:		9. Revenue generated total contract:	
10. New total amount for each fiscal year: Year _____ \$ _____ Year _____ \$ _____ Year _____ \$ _____ Year _____ \$ _____			
TIME PERIOD COVERED IN THIS EDS			
11. From (month, day, year): 10/1/04		12. To (month, day, year): 9/30/06	
13. Method of source selection: <input type="checkbox"/> Negotiated <input type="checkbox"/> RFP # _____ <input checked="" type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input type="checkbox"/> Special Procurement <input type="checkbox"/> Other (specify) _____			
34. Statutory Authority (Cite applicable Indiana or Federal Codes): 4-6-1-5			
35. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) Renewal of contract in which Contractor will license to the State the UPS2000 Unclaimed Property Database and holder reporting system in connection with its unclaimed property division. This contract supports requirements contained in IC 32-34-1, the Unclaimed Property Act.			
36. Justification of vendor selection and determination of price reasonableness: See attached memo.  			
37. If this contract is submitted late, please explain why: (Required if more than 30 days late.)			
SIGNATURES			
38. Agency fiscal officer or representative approval		39. Date Approved	
42. Attorney General's Office approval JBT		43. Date Approved 9-7-04	
40. Budget agency approval		41. Date Approved	
44. Agency representative receiving from AG Received AUG 25 2004		45. Date Approved	

FIRST RENEWAL TO CONTRACT
A56-2-02-31

Pursuant to IC 5-22-17-4 and the terms of its Contract dated November 8, 2002, (the "Contract") with Wagers & Associates (the "Contractor"), the Office of the Attorney General (the "State") hereby exercises its option to renew the Contract under the same terms and conditions as set forth in the original Contract.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. The Contract is hereby renewed for an additional two-year period. The renewal period will begin October 1, 2004 and end September 30, 2006.
2. Total amount of this renewal is \$93,500.00. Total remuneration of the Contract is not to exceed \$187,000.00.

All other matters previously agreed to and set forth in the original Contract and not affected by this First Renewal shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that they are the Contractor and that they have not, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that they have not received or paid, any sum of money or other consideration for the execution of this Renewal other than that which appears upon the face of this Renewal.

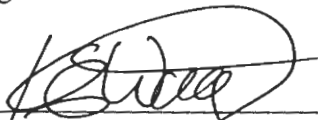
IN WITNESS WHEREOF, Contractor and the State have, through duly authorized representatives, entered into this Renewal. The parties having read and understand the foregoing terms of the Contract Renewal do by their respective signatures dated below hereby agree to the terms thereof.

Wagers & Associates

By: _____

Title: _____

Date: _____

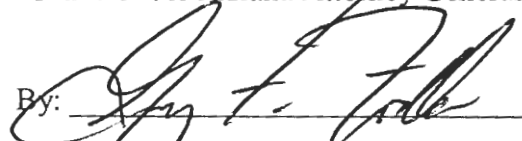

President
8/18/04

Office of the Indiana Attorney General

By: _____

Title: _____

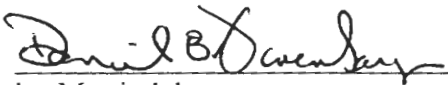
Date: _____



CEO
8-17-04

APPROVED BY:

DEPARTMENT OF ADMINISTRATION

STATE BUDGET AGENCY

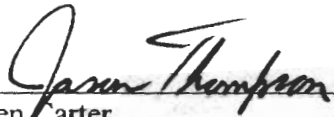
By:  (for)
Charles Martindale,
Commissioner

By:  (for)
Marilyn Schultz,
State Budget Director

Date: Aug 30, 2004

Date: 9/1/04

APPROVED AS TO FORM AND
LEGALITY:

By:  (for)
Stephen Carter,
Attorney General of Indiana

Date: 9-7-04



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R6 / 9-02)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Check EDS against contract data for consistency.
6. Attach additional pages if necessary.

1. EDS Number: A56-2-02-31		2. Date prepared: 10-17-02	
3. CONTRACTS & LEASES			
<input checked="" type="checkbox"/> Professional/Personal Services <input type="checkbox"/> Grant <input type="checkbox"/> Lease <input type="checkbox"/> Attorney <input type="checkbox"/> MOU <input type="checkbox"/> QPA <input type="checkbox"/> Equipment Lease		<input type="checkbox"/> Contract for Services <input type="checkbox"/> Maintenance <input type="checkbox"/> License Agreement <input type="checkbox"/> Amendment # _____ <input type="checkbox"/> Renewal # _____ <input type="checkbox"/> Other (specify) _____	
FISCAL INFORMATION			
4. Account Number: 6420-104600		5. Account Name: Unclaimed Property	
6. Total amount this action: \$93,500		7. New contract total: \$93,500	
8. Revenue generated this action:		9. Revenue generated total contract:	
10. New total amount for each fiscal year: Year _____ \$ _____ Year _____ \$ _____ Year _____ \$ _____ Year _____ \$ _____			
TIME PERIOD COVERED IN THIS EDS			
11. From (month, day, year): 10-01-02		12. To (month, day, year): 9-30-04	
13. Method of source selection: <input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> RFP # _____ <input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input type="checkbox"/> Special Procurement <input type="checkbox"/> Other (specify) _____			
34. Statutory Authority (Cite applicable Indiana or Federal Codes): 4-6-1-5 (a)			
35. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) Contractor will license to the State the UPS2000 Unclaimed Property Database and holder reporting system in connection with its unclaimed property division. This contract supports requirements contained in IC 34-1, the Unclaimed Property Act.			
36. Justification of vendor selection and determination of price reasonableness: Renewal of existing contract with contractor for use of UPS 2000 software for recording and accounting for holder submissions, unclaimed monies and safety deposit box properties and processing owner/their claims. Price cited is also that paid by peer unclaimed property sections in other states. Price includes better problem resolution and software support for special projects and reports.			
37. If this contract is submitted late, please explain why: (Required if more than 30 days late.) NOV 01 2002 98394			
SIGNATURES			
38. Agency fiscal officer or representative approval Received		39. Date Approved OCT 2 11/2002	
42. Attorney General's Office approval Received		43. Date Approved OCT 23 2002	
40. Budget agency approval Received		41. Date Approved OCT 1 2002	
44. Agency representative receiving from AG Received		45. Date Approved OCT 1 2002	

AGENCY INFORMATION

14. Name of agency:
Office of the Attorney General

15. Requisition Number:

16. Address: **402 W. Washington St.
Fifth Floor
Indianapolis, IN 46204**

AGENCY CONTACT INFORMATION

17. Name: **Tony Rogers**

18. Telephone #: **3-6313**

19. E-mail address:

COURIER INFORMATION

20. Name:
Andrea Heid

21. Telephone #: **233-9923**

22. E-mail address:

VENDOR INFORMATION

23. Taxpayer Identification Number: **841258437**

24. Name:
Wagers & Associates

25. Telephone #:

26. Address:
**2840 Wilderness Place, Suite G
Boulder, CO 80301**

27. E-mail address: **OAG CONTRACTS**

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) ☒ Yes ☐ No

29. Minority participation?
☒ Yes ☐ No
If no, and contract > \$25,000.00, you must include justification in box 34

30. If yes, list percentage:
unknown

31. Is there Renewal Language in the document?
☒ YES

32. Is there a "Termination for Convenience" clause in the document?
☒ YES

33. Will the attached document involve data processing or telecommunications systems(s)? ☐ Yes: ITOC or Delegate has signed off on contract
☐ Possibly: This issue has been discussed with ITOC or Delegate

IDOA Contracts

IDOA Contracts

IDOA Contracts

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is between the Office of the Indiana Attorney General (hereinafter the "State") and Wagers & Associates, Inc, whose address is 2840 Wilderness Place, Suite G, Boulder, Colorado 80301 (hereinafter "Contractor").

WITNESSETH

WHEREAS, the State has previously licensed the Contractor's UPS2000 Unclaimed Property Database and holder reporting system (the "System") in connection with its unclaimed property division; and

WHEREAS, the State wishes to use the maintenance and support of the System provided by Contractor;

NOW THEREFORE, in consideration of the premises and the mutual promises herein contained, it is agreed by and between the State and Contractor as follows:

1. Duties of Contractor

Contractor shall provide UPS2000 Gold Level Support (the "Support") as more fully set forth in Exhibit A, attached hereto and incorporated herein.

2. Consideration

The State shall pay \$43,750 a year for the Support described in Exhibit A, plus an additional amount not to exceed \$3,000 per year in approved travel expenses. Total remuneration under this Contract shall not exceed \$93,500.00.

3. Term

The term of this Contract will be from October 1, 2002 through September 30, 2004.

4. Access to Records

The Contractor and it's subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract term, and for three (3) years from the date of final payment under this Contract, for inspection by the State or by any other authorized representative of state government. Copies thereof shall be furnished at no cost to the State if requested.

5. Assignment

The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

6. Audits

Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, and audit guidelines specified by the State.

7. Authority to Bind Contractor

Notwithstanding anything in this Contract to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute contracts on behalf of the Contractor and has obtained all necessary or applicable approvals from the home office of the Contractor to make this Contract fully binding upon the Contractor when his/her signature is affixed, and this Contract is not subject to further acceptance by Contractor when accepted by the State of Indiana.

8. Changes in Work

In the event the State requires a major change in scope, character or complexity of the work after the work has begun, adjustments in compensation to the Contractor shall be determined by the State in the exercise of its good faith and prudent judgment. The Contractor shall not commence any additional work or the change of the scope of the work until authorized in writing by the State. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

9. Compliance with Laws

The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, the provisions of which are incorporated by reference. The enactment or amendment of any applicable state or federal statute or the promulgation or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of the Contract require formal modification.

10. This paragraph is intentionally deleted.

11. Confidentiality of Data, Property Rights in Products, and Copyright Prohibition

The Contractor further agrees that all information, data, findings, recommendations, proposals, etc. by whatever name described and in whatever form secured, developed, written or produced by the Contractor in furtherance of this Contract shall be the property of the State. The Contractor shall take such action as is necessary under law to preserve such property rights in and of the State while such property is within the control and/or custody of the Contractor. The Contractor hereby specifically waives and /or releases to the State any cognizable property right of the Contractor to copyright, license, patent or otherwise use such information, data, findings, recommendations, proposals, etc.

12. Confidentiality of State Information

The Contractor understands and agrees that data, materials and information disclosed to Contractor may contain confidential and protected data. Therefore, the Contractor promises and assures that data, material and information gathered, based upon or disclosed to Contractor for the purposes of this contract, will not be disclosed to others or discussed with other parties without the prior written consent of the State.

13. Conflict of Interest

- A. As used in this section:
- “Immediate Family” means the spouse and unemancipated children of an individual.
- “Interested Party” means:
1. The individual executing this Contract;
 2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or
 3. Any member of the immediate family of an individual specified under subdivision 1 or 2.
- “Department” means the Indiana Department of Administration.
- “Commission” means the State Ethics Commission.
- B. The Department may cancel this Contract without recourse by Contractor if any interested party is an employee of the State of Indiana.
- C. The Department will not exercise its right of cancellation under section B above if the Contractor gives the Department an opinion by the Commission indicating that the existence of this Contract and the

employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this contract, consistent with an opinion of the Commission obtained under this section.

- D. Contractor has an affirmative obligation under this contract to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.

14. Continuity of Services

- A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another Contractor, may continue them. The Contractor agrees to:
 - 1. Furnish phase-in training, and
 - 2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon the State's written notice:
 - 1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires, and
 - 2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- C. The Contractor shall be allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e. costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

15. Debarment and Suspension

Contractor certifies, by entering into this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.

16. Default by State

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any breach of this Contract, then the Contractor may cancel and terminate this contract and collect all monies due up to and including the date of termination.

17. Disputes

A. Should any disputes arise with respect to this Contract, Contractor and the State agree to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs. If the State and Contractor cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or

otherwise the dispute shall be submitted to an Indiana court of competent jurisdiction.

The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

18. Drug-Free Workplace

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor has been convicted of a criminal drug violation occurring in Contractor's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, Contractor hereby further agrees that this agreement is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) Contractor's policy of maintaining a drug-free workplace; (3) any available drug consulting, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction.
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

19. Employment Option

If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release selected employee from any non-compete contracts that may be in effect. This release will be at no cost to the State or the employee.

20. Force Majeure

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this contract

shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this contract.

21. Funding Cancellation

When the director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Laws

This contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

23. Indemnification

Contractor agrees to indemnify, defend, and hold harmless the State of Indiana and its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any. The State shall not provide such indemnification to Contractor.

24. Independent Contractor

Both parties hereto, in the performance of this contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and worker's compensation insurance for Contractor's employees.

25. Information Technology Accessibility

All Contractors supplying information technology related products and services to the State of Indiana must comply with all ITOC policies and standards. These policies and standards can be found at:

http://www.in.gov/itoc/html_site/architecture/poli.html

http://www.in.gov/itoc/html_site/architecture/stan.html

Any deviation from the published standards and policies, must be approved by ITOC and be supported by a written waiver.

The Contractor acknowledges and agrees that all hardware, software and services provided to or purchased by the State must be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 749d), as amended, and adopted by the State of Indiana Information Technology Oversight Commission pursuant to IC 4-23-16-12.

26. This paragraph is intentionally deleted.

27. Licensing Standards

The parties agree that Contractor and its employees will comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The State shall not be required to reimburse Contractor for any services performed when Contractor or its employees are not in compliance with such applicable standards, laws, or regulations. If licensure, certification or accreditation expires or is revoked, Contractor shall notify State immediately and the State, at its option, may immediately terminate the contract.

28. Nondiscrimination

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Contractor shall not discriminate against any employee or applicant for employment in the performance of this contract. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of Contract. The Contractors execution of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

29. Notice to Parties

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notice to the State shall be sent to:

Office of the Attorney General
Attn: Tony Rogers
402 W. Washington Street
IGCS, 5th Floor
Indianapolis, IN 46204

B. Notice and payments to the Contractor shall be sent to:

Wagers & Associates, Inc.
Attn: Ken Wagers
2840 Wilderness Place, Suite G
Boulder, Colorado 80301

30. This paragraph is intentionally deleted.

31. Ownership of Documents & Materials

All documents, records, programs, data, film, tape, articles, memos, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the State of Indiana and all such matters will be the property of the State of Indiana. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided herein while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this Contract shall be available to the State.

32. Payments

All payment obligations shall be made in arrears in accordance with Indiana law and state fiscal policies and procedures.

33. Penalties/Interest/Attorney's Fees

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, the Parties stipulate and agree that any liability resulting from the State of Indiana's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.

34. Progress Reports

The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

35. Renewal Option

This contract may be renewed under the same terms and conditions subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4. The term of the renewed contract may not be longer than the original contract. Exercise of this option is at the sole discretion of the State and is not subject to agreement or acceptance by the Contractor.

36. Severability

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

37. Substantial Performance

This contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.

38. Successors and Assignees

The Contractor binds its successors, executors, administrators, and assignees to all covenants of this Contract. Except as above set forth, the Contractor shall not assign, sublet or transfer interest in this Contract without the prior written consent of the State of Indiana.

39. Taxes

The State of Indiana is exempt from state, federal and local taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract

40. Termination for Convenience

This Contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

41. Termination for Default

- A. With the provision of thirty (30) days notice to the Contractor, the State may terminate this contract in whole or in part, if the Contractor **fails to:**
 - 1. Correct or cure any breach of this Contract;
 - 2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this contract.
- B. If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue work not terminated.
- C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity under this contract.

42. Registration with the Secretary of State of Indiana

The Contractor certifies that if it is a non-domestic entity, it is registered with the Indiana Secretary of State to do business in the State of Indiana.

43. Travel

Expenditures made by the Contractor for travel will be reimbursed by the State at the current rate paid by the State of Indiana and upon pre-approval by the State. Travel expenses can only be reimbursed in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular (#97-1.1). Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

44. Waiver of Rights

No right conferred on either party under this Contract shall be deemed waived and no breach of this contract excused, unless such waiver or excuse is in writing and signed by the party claimed to have waived such right.

45. Work Standards

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals and Contractor shall grant such request.

46. State Boilerplate Affirmation Clause

I swear or affirm under the penalties of perjury that I have not altered, modified or changed the State's Boilerplate contract clauses (as defined in the 2002 IDOA Professional Services Contract Manual) in any way except for the following clauses which are identified by name below: **none**

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the representative, agent, member, or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

IN WITNESS WHEREOF, Contractor and the State of Indiana have, through duly authorized representatives, entered into this Contract. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Wagers & Associates

By: [Signature]

Printed Name: Ken G. Wagers

Title: President

Date: 10/10/2002

The Indiana Attorney General

By: [Signature]

Printed Name: Gregory F. Zoller

Title: Chief Counsel

Date: 10/15/02

DEPARTMENT OF ADMINISTRATION

[Signature]

Davis Perlini

Commissioner

Date: 11/4/02

STATE BUDGET AGENCY

[Signature]

Marilyn F. Schultz

Director

Date: 11-7-02

OFFICE OF ATTORNEY GENERAL

[Signature]

Stephen Carter

Attorney General

Date: 11/08/02

66462

Wagers & Associates, Inc.

Information Systems Management & Development

UPS2000 Support Agreement

All levels of annual support include the follow services:

- Unlimited telephone and remote access support.
- Access to our online support documentation via our website.
- Updates to any provided software (such as Seagate Crystal Reports) released by other software companies. Updates will first be thoroughly tested by Wagers & Associates.
- Ability to download updated UPS2000 components from our website.
- Corrections to program errors as described below¹.
- Updates and enhancements to the system developed for, and generally made available to, other licensees of the software. New program modules and separate programs developed for the UPS2000 system, such as general ledger for the department, are generally NOT included in annual support.

If you request enhancements to the system, we will often include them without including the development time as part of your support hours if you are willing to wait until the next general revision of that program area. These system improvements are done as time permits. When you make your request, please indicate whether you wish the work to begin immediately (using your customization hours), or you are making a suggestion for a future enhancement.

Support Access Methods

Web

We request that all program change requests be filed via our web site. If the request is critical, please call as well. To file a request, complete the support form at <http://www.wagers.net/ups2000support.htm>.

Other

General support from Wagers & Associates may be accessed by telephone, facsimile, or email. All requests will receive a reply within 24 hours, and the response will include an estimated completion date. Problems are resolved in order of priority, and some changes may be delayed if other more critical changes or problems arise.

Remote Access Support

We prefer Symantec's pcAnywhere software to provide remote support for our system. It provides a secure, easily managed way for us to diagnose and correct system problems.

Our preferred method to connect to your pcAnywhere host is via the internet and TCP/IP. This method provides the fastest, most reliable, and easily maintainable connection. We understand that security is always an issue with internet access, and we suggest the following measures to secure the host computer:

Open your firewall only for a single IP address for the pcAnywhere ports. No other ports or IP addresses need to be available. We will provide you with the single IP address we will use to access your system.

Set encryption in pcAnywhere on, to ensure that all data transmitted over the connection is not easily intercepted.

Set up a caller's table in pcAnywhere. Require a name and password, and make the password secure.

Host pcAnywhere on an NT workstation, and require a login name and password to attach to the workstation. We will login after the pcAnywhere connection is established, and log off the workstation when our work is completed.

Turn off the pcAnywhere connection when not needed. We will always let you know when we wish access to your systems.

We offer three levels of product support**Our Bronze Level of Support Includes:**

- Correction of reported bugs as time permits (no scheduled delivery) unless the bug or issue is critical¹ (see below).
- Customization as required by law changes (for example, a law is passed that requires interest payment on all accounts) or personnel changes (new Treasurer or Director name on claim forms and correspondence).
- Fifty (50) hours annually of system customization³ and new report writing.
- Telephone contact is limited to one designated individual². Support coverage is available from Monday through Friday, 8:00 a.m. until 5:00 p.m. Mountain Time.

Our Silver Level of Support Includes:

- **Bronze level support, plus:**
- Fifty (50) additional hours of system customization³ and new report generation (100 hours total).
- Telephone contact is limited to two designated individuals².
- Up to two days of onsite training and support. Travel and living expenses are not included, and will be pre-approved.
- One attendee to our annual conference at no additional cost.

Our Gold Level of Support Includes:

- **Silver level support, plus:**
- Priority correction of reported bugs. Bugs will be resolved in 48 hours when possible.
- Web based, on-line report of open items specific to your state.
- Fifty (50) additional hours of system customization³ and new report generation (150 hours total).
- Telephone contact is limited to three designated individuals². Support is available Monday through Friday, 6:00 a.m. until 5:00 p.m. Mountain Time, and 24 hour pager coverage in case of emergency. Support from 6:00 a.m. to 8:00 a.m. and on weekends must be pre-arranged.
- Three additional days of onsite training and support (five days total). Travel and living expenses are not included, and will be pre-approved.
- One additional attendee (two total) to our annual conference at no additional cost.

Definitions

¹*Critical issues* are defined as those system **problems** that prevent the system from operating, personnel from performing their assigned tasks, and where no work-around is available.

²*Contact person* is that person at the state **responsible** for coordinating requests submitted to Wagers & Associates. When appropriate, we will work with other members of the unclaimed property staff to explain our system and solve problems.

³*System customization and report generation* includes such state-specific tasks as creating new reports, modifying system functions and workflow, changing claims payment formats, and correcting and troubleshooting NAUPA and HRS import files.

⁴*Program Corrections (bug fixes)* are defined as those updates necessary to repair system problems where the programs or reports do not perform as designed or expected due to a programming error. These corrections are included in all support levels.

Network, Data, and System Management

Some of our state clients do not have in-house Information Systems departments, and have asked us to provide assistance in managing their Local Area Networks (LANs). We have many years of experience managing Novell and Microsoft networks.

Network, Data, and Systems Management services include:

- Assisting with resolving workstation configuration issues
- Facilitating server planning and acquisition
- Planning for server backup and recovery
- Advising on server and network management
- Rapid response to service interruptions related to network problems

Database Administration (DBA)

Where the state does not have in-house expertise to manage the UPS2000 database server, we can assist you.

We do not charge for correcting data errors caused by our systems.

Database Administration services include:

- Assisting in developing specific utilities used to identify and correct data problems originating in legacy systems in order to improve data integrity.
- Helping design and implement a database backup and recovery plan
- Developing and implementing all scripts necessary to modify tables in support of application modifications
- Monitoring database files and sizes and assisting you when taking corrective action.
- Helping you regularly monitor the condition of the database, including confirming database relational integrity.
- Directing shut down and restart of the SQL Server and the Backup Server
- Assisting with installation of database and server upgrades
- Advising on shutting down and restarting the servers where database tables are stored.
- Rapid response to service interruptions related to database problems.

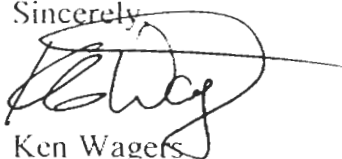
Support Costs Matrix

<i>Category</i>	<i>Hours</i>	<i>Rate</i>	<i>Extended</i>
Bronze level UPS2000 Support			\$31,250
Silver level UPS2000 Support			\$37,500
Gold level UPS2000 Support			\$43,750
Priority problem resolution Problems resolved within 48 hours when possible. (Included in Gold support agreement)			\$175 per incident, plus \$50 per hour.
Additional System Enhancement hours (1 – 99 hours)	1	\$150	\$150
Additional System Enhancement hours (100-199 hour block)	100	\$125	Minimum \$12,500
Additional System Enhancement hours (200+ hour block)	200	\$100	Minimum \$20,000
Travel expenses			Reimburse actual expenses

Development hours cannot be carried over from year to year without agreement at the end of the support period. If requested changes are underway, we will carry those hours over to the next year; otherwise, unused hours are forfeited. Onsite training and support days included in support packages cannot be carried over from year to year. Unused onsite days are forfeited.

Unless other arrangements are requested, we bill for services rendered at the end of each quarter (March 31, June 30, September 30 and December 31) for the previous quarter's work.

Sincerely,



Ken Wagers
President